

# STATE OF DELAWARE



## **DELAWARE HEALTH AND SOCIAL SERVICES**

**DIVISION OF MANAGEMENT SERVICES**

**"DMS Serving Those Who Serve Delaware"**

### **SPECIFICATIONS AND CONTRACT DOCUMENTS NO. #7274**

**FOR**

**FROZEN FOODS**

**FOR THE PERIOD OF**

**JUNE 1, 2009 THROUGH NOVEMBER 30, 2009**

**Required for Use By**

**VARIOUS DELAWARE STATE AGENCIES**

**Deposit  
Performance Bond  
Date Due  
Time**

**WAIVED  
WAIVED  
APRIL 28, 2009  
11:00 A.M LOCAL TIME**

**DELAWARE HEALTH AND SOCIAL SERVICES  
DIVISION OF MANAGEMENT SERVICES  
PROCUREMENT BRANCH- MAIN BLDG., ROOM 260  
HERMAN M. HOLLOWAY SR. HEALTH AND SOCIAL SERVICES CAMPUS  
1901 N. DUPONT HIGHWAY  
NEW CASTLE, DELAWARE 19720**

## **INVITATION TO BID#7274**

Sealed bids for **FROZEN FOODS** for Various Delaware State Agencies must be received by the Delaware Health & Social Services, Procurement Branch, Main Administration Building, Second Floor, Room #260, 1901 North DuPont Highway, (Sullivan Street) Herman M. Holloway Sr., Health & Social Service Campus, New Castle, Delaware 19720, until **11:00 AM local time on APRIL 28, 2009** at which time they will be opened, read and recorded.

Specifications may be obtained at the above office. Phone: (302) 255-9295.

**PLEASE NOTE:** The following paragraphs hereby become part of the General Terms and Conditions of this bid.

**1, 2, 2A, 3, 3A, 4, 6, 7, 8, 9, 10, 11, 12, 17, 18, 19, 20, 21, 25, 27, 29 and 35** **Contact Person: Annette Opalczynski (302) 255-9295**

**Please review the General Rules and Conditions and the General Requirements, (for Food Only), which appear on the DHSS website. The following forms must be included with your bid: 1) the Bidder Signature Form, 2) the Vendor Certification Form and 3) the Office of Minority and Women Business Enterprise Forms. All of these documents can be accessed on the DHSS website:**

**<http://dhss.delaware.gov/dhss/rfp/dhssrfp.htm>**

**NOTE TO VENDORS:** Your bid **must be signed** and all information on the signature page completed. If you do not intend to submit a bid, please send an e-mail to the buyer for this bid, stating that you do not intend to bid on this contract and would like to remain on the mailing list.

**IMPORTANT:**      ALL BIDS MUST HAVE ON THE OUTSIDE ENVELOPE  
OUR (4) FOUR DIGIT CONTRACT NUMBER. IF THIS  
NUMBER IS OMITTED YOUR BID WILL IMMEDIATELY  
BE REJECTED.

**ALL BIDS MUST BE DELIVERED TO THE ADDRESS ON THE BID  
ENVELOPE. UNDER NO CIRCUMSTANCES WILL A BID BE ACCEPTED  
THAT IS :**

---LATE  
---DELIVERED TO THE WRONG BUILDING  
---SIGNED FOR BY A PERSON OTHER THAN A MEMBER  
OF THE PROCUREMENT STAFF.

**DELIVERY INSTRUCTIONS:**

TO INSURE THAT YOUR BID IS IN THE PROCUREMENT OFFICE ON THE  
DATE AND THE TIME SPECIFIED, THERE ARE THREE (3)  
RECOMMENDED METHODS OF DELIVERING BID PROPOSALS LISTED  
BELOW:

1.      HAND DELIVER
2.      FEDERAL EXPRESS
3.      UPS

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

BUYER:           ANNETTE OPALCZYNSKI  
                     DELAWARE HEALTH & SOCIAL SERVICES  
                     PROCUREMENT BRANCH  
                     MAIN ADMIN. BLDG., ROOM 260  
                     1901 NORTH DUPONT HIGHWAY  
                     HERMAN M. HOLLOWAY SR.,  
                     HEALTH & SOCIAL SERVICES CAMPUS  
                     NEW CASTLE, DELAWARE 19720

PHONE:           (302) 255-9295

### **SPECIAL TERMS & CONDITIONS**

1. Prices are to be valid for a period of six (6) months from **JUNE 1, 2009** **THROUGH NOVEMBER 30, 2009** and the option to extend six (6) months to one (1) year if all parties agree. **Prices increases will not be accepted.**
2. Deliveries shall be F.O.B. Destination to all state agencies.
3. VENDORS MUST SUBMIT A CURRENT COPY OF THEIR DELAWARE BUSINESS LICENSE WITH THEIR BID. TO APPLY FOR A LICENSE, CALL: 302-744-1085.
4. When an error is made in extending total prices, the unit price will govern. Carelessness in quoting prices, or otherwise in preparation of the bid will not relieve the bidder of their obligation to fulfill the requirements of the submitted bid. Erasures in bids must be explained. All prices must be rounded off to two decimal places. Three decimal places will not be accepted. Example: \$10.624 should be rounded off to \$10.62. Failure to do so will mean disqualification of said item.
5. Agencies must be notified if deliveries cannot be made as specified. In the event delivery provisions are not met, Delaware Health and Social Services Procurement Office has the right to authorize the ordering agency to order an equivalent product on the open market. Any cost above the contract price resulting from this procedure will become the obligation of the awarded vendor. The Delaware Health and Social Services Procurement Office, in consultation with the ordering agency will be the sole judge of material quality and equivalent
6. The awarded vendor is required to "Bill as Shipped" to respective ordering agencies. Ordering agencies shall provide at a minimum the contract number, ship to and bill to address and phone number.
7. **Minimum case requirements will not be accepted. The State of Delaware reserves the right to increase or decrease quantities of any item by twenty percent.**

8. The State of Delaware reserves the right to sample products prior to making an award. All samples must be free and shipped at the vendor's expense.
9. The agencies will authorize and process for payment, each invoice within thirty (30) days after the date of receipt. The vendor must accept full payment by procurement credit card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.
10. All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by DHSS-DMS Procurement to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.
11. Vendors are required to have either a local telephone number or a toll free number. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer.
12. The vendor agrees that it shall indemnify and hold the State of Delaware and all of its agencies harmless from and against all claims of injury, loss of life or damage to or loss of use of property caused or alleged to be caused by acts of omissions of the vendor, its employees and invitees on or about the premises and which arise out of the vendor's performance or failure to perform as specified in the agreement.
13. Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.
14. The awarded vendors shall provide the names and telephone numbers of those individuals who can be contacted twenty-four (24) hours a day, seven days a week when there is a critical need for commodities or services when the Governor of the State of Delaware declares a State of Emergency under the Delaware Emergency Plan. Failure to provide this information could render this bid non-responsive.

